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## Local Counsel for Jean Pierre Bommel

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA, SAN FERNANDO VALLEY DIVISION**

In re

Case No. 1:22-bk-11181-MB

# NATIONAL ASSOCIATION OF TELEVISION PROGRAM EXECUTIVES, INC.,

Debtor.

**JEAN PIERRE BOMMEL'S OPPOSITION  
TO CHAPTER 11 PLAN FIDUCIARY'S  
MOTION FOR TURNOVER OF  
RECORDED INFORMATION  
RELATING TO THE DEBTOR'S  
PROPERTY OR FINANCIAL AFFAIRS  
IN THE POSSESSION OF ITS FORMER  
DIRECTORS; DECLARATION OF JEAN  
PIERRE BOMMEL IN SUPPORT  
THEREOF**

## Hearing

Date: July 17, 2025

Time: 1:30 p.m.

Via ZoomGov<sup>1</sup>

<sup>1</sup> Please refer to Supplemental Notice of Hearing To Be Held Remotely Using ZoomGov Audio and Video [Docket No. 331] filed on June 27, 2025.

1                   **TO THE HONORABLE MARTIN BARASH, TO THE MOVING PARTY, AND TO**  
2 **ALL OTHER INTERESTED PARTIES:**

3                   Jean Pierre Bommel (“Bommel”) hereby submits his Opposition<sup>2</sup> to the Motion of the  
4 Chapter 11 Plan Fiduciary (“Movant”) For Turnover of Recorded Information Relating to the  
5 Debtor’s Property or Financial Affairs in the Possession of Its Former Directors (“Motion”) as  
6 follows:

7                   **I.           SUMMARY OF ARGUMENT**

8                   The Motion seeks to compel turnover of “recorded information” of National Association of  
9 Television Program Executives, Inc., the debtor herein (“Debtor”), under 11 U.S.C. § 542(e).  
10 However, the Motion fails to meet the strict and narrow requirements for turnover under Section  
11 542(e). The Motion must be denied for the following reasons which will be discussed in greater  
12 detail below: (1) the Motion is procedurally improper because there is a pending adversary  
13 proceeding and a turnover motion is not a substitute for an adversary proceeding under the Federal  
14 Rule of Bankruptcy Procedure (the “Bankruptcy Rule(s)”) 7001(1); (2) Movant has not met his  
15 burden of showing that Bommel has failed to turnover “recorded information” of the Debtor; and  
16 (3) Bommel has, and continues to cooperate to provide records presently in his possession, but he  
17 has very little records under his control, as his access to all of the Debtor’s accounts and files was  
18 shut off when the sale of substantially all of the Debtor’s assets closed in January 2023.

19                   Moreover, Bommel vehemently denies any allegation in the Motion, whether implied or  
20 made outright, that he has engaged in any improper conduct. Bommel has not doctored or otherwise  
21 altered any of the documents that he has produced thus far. Rather, he only has copies because his  
22 access to all accounts of the Debtor ceased after the sale of substantially all of the Debtor’s assets  
23 in January 2023. Further, Bommel has not withheld information. Again, he has provided the  
24 documents to which he has access, which access is limited because he no longer has access to any  
25 of his accounts or files with the Debtor after the sale and transfer of all systems and accounts to the  
26 buyer. Accordingly, the Motion must be denied.

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27  
28                   <sup>2</sup> Upon Bommel’s request, and given the intervening July 4, 2025 holiday, Movant agreed to extend Bommel’s deadline  
to file an opposition to the Motion to July 7, 2025.

1                   **II. FACTUAL BACKGROUND RELEVANT TO OPPOSITION**

2                   On October 11, 2022 (“Petition Date”), the Debtor filed a voluntary petition for relief under  
3 Chapter 11, Subchapter V of the Bankruptcy Code.

4                   On or about October 3, 2022, prior to the Petition Date, Bommel’s employment with the  
5 Debtor was terminated and instead, he was retained by the Debtor as a consultant/independent  
6 contractor.

7                   On January 6, 2023, the Court entered an order approving the sale of substantially all assets  
8 of the Debtor (the “Sale”) to the buyer, Brunico Communications Ltd. (“Buyer”). *See*, Docket No.  
9 59. The Sale closed on or about January 17, 2023, resulting in the transfer of substantially all of the  
10 Debtor’s assets to the Buyer. At such time, Bommel surrendered and transferred all of the Debtor’s  
11 systems and files in his possession to the Buyer, using Integritek. After that, Bommel’s access to  
12 all accounts, records, and other files of the Debtor, including but not limited to his One Drive,  
13 Outlook, and Dropbox accounts, ceased entirely. Following the Sale, Bommel had no further access  
14 to any of the Debtor’s systems, accounts, or files.

15                  In September 2024, multiple parties, including but not limited to the Debtor, Bommel, and  
16 Fontainebleau attended arbitration in an effort to reach a resolution on the terms of a consensual  
17 plan of reorganization. At the arbitration, it was discussed and agreed that any claims against the  
18 former directors (including Bommel) would be limited to avoidance claims and not claims for  
19 wrongful conduct. In such light, it was further discussed and agreed that discovery would be limited  
20 so that the former officers and directors were not overburdened or required to expend resources  
21 engaging in further litigation, again other than as to potential avoidance claims.

22                  Arbitration was successful, and on September 17, 2024, the Court entered an order  
23 confirming the Debtor’s plan [Docket 258] (“Confirmation Order”). Pursuant to the Confirmation  
24 Order, the Movant was appointed as the Plan Fiduciary pursuant to the terms set forth in Exhibit D  
25 to the plan (“Plan Fiduciary Terms”). Of importance here, Exhibit D states clearly:

26                  The Plan Fiduciary may investigate and pursue any and all claims,  
27 subject only to the following limitations:

- 28                  • Recovery on claims against directors and officers relating to the  
breach of their duties as directors and officers shall be limited to the

1                   D&O insurance policy. This limitation shall not apply to claims  
2 related to any funds paid by NATPE to directors and/or officers.

3                   • No claims shall be brought against The Lippin Group related to  
4 services it performed for NATPE or to payments it received from  
5 NATPE.

6                   • No claims shall be brought against JP Bommel relating to the value  
7 of services performed by him; provided, however, that claims may be  
8 brought against him related to the avoidance of deferred  
9 compensation, severance, and preferential payments.

10                  • No claims shall be brought against Arnold Peter or Peter Law Group  
11 relating to the value of services performed by them prepetition

12                  • Arnold P. Peter, Peter Law Group, JP Bommel, and NATPE's  
13 directors & officers and the D&O insurance carrier reserve all  
14 defenses and counterclaims (to be used as offsets only) to any claims  
15 alleged or brought by the Plan Fiduciary.

16                  (Emphasis supplied.)

17                  Ignoring the clear language of the Plan Fiduciary Terms, on October 11, 2024, the Plan  
18 Fiduciary filed a Complaint against multiple parties, commencing Adversary Case No. 1:24-ap-  
19 01055-MB (the "Adversary Case"), which included claims against Bommel relating to the value of  
20 services performed by him and for breach of fiduciary duty. Specifically of note, and in addition to  
21 avoidance claims, the Plan Fiduciary named Claims for Relief against Bommel as follows: (1)  
22 breach of fiduciary duty; (2) corporate waste; (3) unjust enrichment; and (4) conversion. A copy of  
23 the Complaint is attached to the Declaration of Jean Pierre Bommel ("Bommel Declaration") as  
24 Exhibit 1.

25                  As described in more detail in the Motion and in the Bommel Declaration, Bommel and the  
26 Movant have engaged in various correspondence and negotiations, and Bommel has voluntarily  
27 provided information and documents to Movant informally over the past few months.

28                  **III. ARGUMENT IN SUPPORT OF OPPOSITION**

29                  **A. The Motion is Procedurally Defective**

30                  The Motion is procedurally defective and, on such grounds, alone, must be denied. In  
31 particular, there is an adversary proceeding pending to which Bommel has been named a defendant,  
32 namely the Adversary Case. While Bommel contends the non-avoidance claims plead against him  
33 are wholly improper, the Adversary Case remains currently pending and Movant is Plaintiff in the

1 Adversary Case. As such, discovery is available to Movant under Part VII of the Bankruptcy Rules.  
2 Movant cannot be allowed to circumvent the discovery rules applicable to the Adversary Case, and  
3 instead seek turnover in the main bankruptcy case without following proper protocols for discovery.

4 Moreover, Bankruptcy Rule 7001(a) requires an adversary proceeding if such proceeding is:  
5 a proceeding to recover money or property—except a proceeding to  
6 compel the debtor to deliver property to the trustee, a proceeding by  
7 an individual debtor to recover tangible personal property under  
§542(a), or a proceeding under §554(b), §725, Rule 2017, or Rule  
6002.

8 Accordingly, the Motion is not proper, and Movant should be required to seek the documents  
9 requested using the discovery rules in Part VII of the Bankruptcy Rules or bringing an adversary  
10 proceeding as required by Rule 7001(a). Despite this procedural deficiency, and as indicated herein,  
11 Bommel has provided substantially all of the documents that remained in his custody and control as  
12 of July 3, 2025. It is possible that certain documents remain on an old portable usb drive or in an  
13 unused personal Google drive. As indicated below, Bommel will further review his personal devices  
14 and files for corporate documents and upon consultation with his counsel and certain protections,  
15 surrender any materials found.

17 **B. Movant Fails to Demonstrate That Bommel is in Possession of Recorded Information**  
18 **of the Debtor**

19 Even if the Court finds the Motion is proper and discovery is not required, Movant fails to  
20 meet his burden that his request is in fact for recorded information of the Debtor. The Motion only  
21 seeks relief under Section 542(e). Section 542(e) states as follows:

22 Subject to any applicable privilege, after notice and a hearing, the  
23 court may order an attorney, accountant, or other person that holds  
24 recorded information, including books, documents, records, and  
papers, relating to the debtor's property or financial affairs, to turn  
over or disclose such recorded information to the trustee.

25 The moving party “must carry an initial burden to establish that the Documents ‘relat[e] . . .  
26 to the debtor’s property or financial affairs.’” *In re Heritage Org., L.L.C.*, 350 B.R. 733, 740 (Bankr.  
27 N.D. Tx. 2006). Under Section 542(e), the turnover request must be narrowly tailored to “recorded  
28

1 information” related to the debtor’s financial affairs, and not a fishing expedition. *See, e.g., In re*  
2 *Dinubilo*, 177 B.R. 932, 941 (E.D. Cal. 1993) (discussing Bankruptcy Rule 2004 examinations post-  
3 commencement of an adversary proceeding and general need for use of discovery to obtain  
4 information post-adversary commencement). Finally, Section 542(e) does not abrogate privilege  
5 protections. *See, In re Bame*, 279 B.R. 833, 836 (Bankr. D. Minn. 2002) (Section 542(e) does not  
6 “strip a person of legitimate privileges”).  
7

8 Here, Movant fails to meet his burden of proof and seeks more than “recorded information”  
9 of the Debtor. For example, Movant seeks turnover of specific items such as the laptop and hard  
10 drive, as well as seeking personal property of Bommel. At the very least, Movant’s request must be  
11 limited to only specific “recorded information” of the Debtor.

12 Further, even if the Movant’s requests are limited solely to “recorded information” of the  
13 Debtor, Bommel is not in possession or control of most of the Debtor’s “recorded information.” To  
14 wit, after the closing of the Sale, all of Bommel’s accounts were shut down and he no longer had  
15 access to company files. The only files he still has are copies. Nevertheless, Bommel has attempted  
16 to try to comply to the greatest extent possible.<sup>3</sup> It should also be noted that on July 3, 2025,  
17 Bommel’s counsel turned over to Movant’s counsel all files on the external hard drive and  
18 MacBook.

19 Finally, Movant appears to request access to Bommel’s personal accounts. Such request is  
20 not proper and must be denied. Section 542(e) only permits the turnover of “recorded information”  
21 related to the of the Debtor. 11 U.S.C. §542(e). Any personal items or accounts of Bommel are not  
22 subject to turnover according to the specific language of Section 542(e).

23 For all these reasons, Bommel submits the Motion should be denied.  
24  
25  
26

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27 <sup>3</sup> Despite attempts to paint him to the contrary, Mr. Bommel is not an evil mastermind behind a year’s long fraud editing  
28 corporate documents in the background and attempting to pass the same off as originals. His access was terminated  
commensurate with the Sale and what documents he retained were on devices in storage that were out of sight and out  
of mind. Following several discussions with counsel, Mr. Bommel’s recollection was refreshed, the devices were  
retrieved, and documents inventoried for turnover.

1       **C. Bommel Has Turned Over All Recorded Information In His Possession**

2           Below, Bommel attempts to respond to each item specified by Movant in the Motion for  
3 turnover:

4           1.       Emails and files from [jpommel@outlook.com](mailto:jpommel@outlook.com). This is a personal email account of  
5 Bommel that did not exist until after the Sale and after his access to his email account for the Debtor  
6 was shut down. As such, this outlook account contains no recorded information of the Debtor.

7           2.       Emails and files from [bommeljp@gmail.com](mailto:bommeljp@gmail.com). Bommel does not believe this account  
8 contains any “recorded information” of the Debtor, but he will search for any and turn over such  
9 information if it exists. Even if it does exist, such files would only be copies and would not be  
10 original files as Bommel’s access was shut down in January 2023. To the extent Movant seeks  
11 unfettered access to Bommel’s personal Gmail account, this is not proper under the clear language  
12 of Section 542(e).

13           3.       Google Drive. The Google drive is a personal account, and Bommel is uncertain  
14 whether any recorded information of the Debtor is contained in such account.

15           4.       Dropbox. Same as the above, Bommel lost access to the Debtor’s Dropbox account  
16 after the Sale. Bommel rarely used the Dropbox account in any event and understood it was used  
17 by production to prepare for shows. The Dropbox account was used primarily, if not entirely, for  
18 operation purposes such as storing all assets, logos, clips, etc. for a particular show.

19           5.       Native files. Bommel does not have all of the native files. Bommel’s access to the  
20 Debtor’s files and accounts was shut off following the Sale in January 2023, so at most he would  
21 only have copies of the Debtor’s files. To the best of his knowledge, the native files that he does  
22 have were turned over on July 3, 2025. He previously provided pdf files to Movant’s counsel  
23 because he speculated that is how counsel would prefer to receive the documents. To be clear,  
24 though, Bommel did not convert any documents, intentionally or otherwise. He accessed and  
25 opened the pdf document in order to provide it to Movant’s counsel which may have attached a  
26 2025 date to the pdf document. He did not, however, convert or create any documents in pdf; rather,  
27 the document already existed in pdf format and he merely opened the document in order to provide

28

1 it to counsel in pdf as he expected Movant's counsel would prefer the pdf copy as opposed to the  
2 Word or Excel copy.

3       6.     ThinkPad. The ThinkPad was purchased for a different employee because his  
4 computer had crashed. After giving the Think Pad to such employee, Charlie Weiss, Bommel has  
5 never been in possession of the ThinkPad.

6        7.      MacBook and external hard drive. Bommel has turned over all “recorded  
7 information” of the Debtor that was stored on the MacBook and the external hard drive. Turnover  
8 of such items themselves is not proper under Section 542(e) because it is not “recorded information”  
9 and moreover, it contains personal information of Bommel, which he cannot be compelled to  
10 turnover under Section 542(e).

## IV. CONCLUSION

12       Based on all of the above, Bommel submits that he has complied with all requests for  
13 documents outside formal discovery requests in the Adversary Case (there have been none) to the  
14 best extent possible, and any further requests for turnover would not be proper under Section 524(e);  
15 as such, the Motion should be denied.

Respectfully Submitted,

**SHULMAN BASTIAN FRIEDMAN BUI & O'DEA LLP**

DATED: July 7, 2025

By: /s/ Melissa Davis Lowe  
Leonard M. Shulman  
Melissa Davis Lowe  
Local Counsel for Jean Pierre Bommel

# **DECLARATION**

## **DECLARATION OF JEAN PIERRE BOMMEL**

I, Jean Pierre Bommel, declare as follows:

1. I am one of the parties to which the Motion of the Plan Fiduciary for Turnover of Recorded Information Relating to the Debtor's Property or Financial Affairs in the Possession of Its Former Directors ("Motion") (Docket No. 319) is directed. I have personal knowledge of the facts set forth herein, except as to those stated on information and belief, and as to those, I am informed and believe them to be true. If called as a witness, I could and would competently testify to the matters stated herein.

2. I make this declaration in support of my Opposition to the Motion. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Opposition.

3. Before the Petition Date, I was employed by the Debtor as the Debtor's CEO and President.

4. On October 3, 2022, prior to the Petition Date, my employment with the Debtor was terminated, and thereafter I was retained by the Debtor as a consultant/independent contractor.

5. The Sale of the Debtor's assets to the Buyer closed on or about January 17, 2023, resulting in the transfer of substantially all of the Debtor's assets to the Buyer.

6. At such time, I surrendered and transferred all of the Debtor's systems and files in my possession to the Buyer using Integritek. After that, my access to all accounts, records, and other files of the Debtor, including but not limited to my One Drive, Outlook, and Dropbox accounts, ceased entirely. I had no further access to any of the Debtor's systems, accounts, or files. Accordingly, all or almost all of the Debtor's records that I still have are mere copies and not original documents.

7. In September 2024, multiple parties, including but not limited to the Debtor, myself, and Fontainebleau attended arbitration in an effort to reach a global resolution on the terms of a consensual plan of reorganization. At the arbitration, it was discussed and agreed that any claims against the former directors (including myself) would be limited to avoidance claims and not claims for wrongful conduct. It was my understanding from speaking to the arbitrator that the settlement would result in limiting discovery and litigation so that the former officers and directors were not

1 overburdened with onerous discovery requests or required to expend significant resources engaging  
2 in further litigation, other than as to potential avoidance claims.

3       8. Arbitration was successful, and on September 17, 2024, the Court entered an order  
4 confirming the Debtor's plan (the "Confirmation Order") (Docket No. 258). Pursuant to the  
5 Confirmation Order, the Movant was appointed as the Plan Fiduciary pursuant to the terms set forth  
6 in Exhibit D to the plan.

7       9. On October 11, 2024, the Plan Fiduciary filed a Complaint against multiple parties,  
8 including against me, commencing Adversary Case No. 1:24-ap-01055-MB (the "Adversary  
9 Case"). A copy of the Complaint is attached hereto as Exhibit 1.

10      10. I have tried my best to cooperate and comply with all reasonable requests from the  
11 Movant for turnover of the Debtor's files. As noted in the Motion, through my counsel, I have  
12 provided responses to Movant's questions and produced certain documents in response to Movant's  
13 informal requests.

14      11. On July 3, 2025, I understand that my counsel sent to Movant's counsel a link that  
15 contains everything I downloaded from the external hard drive and the MacBook that related to  
16 records of the Debtor. When Movant made his first request for documents, I had forgotten about  
17 the hard drive and the MacBook. It was not until Movant specifically requested these items and I  
18 visited my storage unit that I remembered I had them.

19      12. Movant mentions 5,000 pages of documents that were shared at arbitration. I do not  
20 have access to the full 5,000 pages of documents. To the best of my knowledge, those documents  
21 were provided to the arbitrator by Mr. Peter. For the avoidance of doubt, I am not attempting to  
22 point a proverbial finger at Mr. Peter, I am merely indicating that I do not believe that I was the  
23 party responsible for providing those documents at the arbitration.

24      13. I am also not in possession of the ThinkPad referenced in the Motion. The ThinkPad  
25 was purchased for use by Mr. Charles Weiss, former head of sales, and provided to Mr. Weiss. I do  
26 not know the current location of the ThinkPad.

27      ///  
28      ///

1        14. I have not converted or altered, intentionally or otherwise, any of the documents I  
2 provided in response to Movant's requests. I have no desire to be difficult or evasive, but I would  
3 like to limit the time and expense I am required to expend. I have provided substantially all of the  
4 documents that remained in my custody and control after the Sale. It is possible that certain  
5 documents remain on an old portable usb drive or in an unused personal Google drive or in personal  
6 email accounts. I will further review my personal devices and files for corporate documents and  
7 upon consultation with my counsel, will surrender any materials found.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

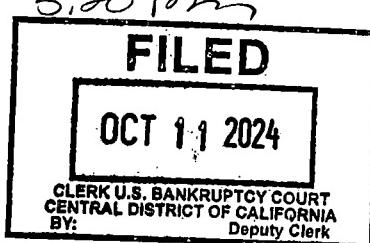
10 || Executed on July 7, 2025 at Fort Lauderdale .

J.P. Bommel  
Jean Pierre Bommel

# **EXHIBIT 1**

1 MEGHANN A. TRIPLETT (SBN 268005)  
Meghann@MarguliesFaithLaw.com  
2 SAMUEL M. BOYAMIAN (SBN 316877)  
Samuel@MarguliesFaithLaw.com  
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Telephone: (818) 705-2777  
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6 Attorneys for Plaintiff, Jeremy W. Faith,  
Chapter 11 Plan Fiduciary  
7



8 **UNITED STATES BANKRUPTCY COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
10 **SAN FERNANDO VALLEY DIVISION**

11 In re:

12 NATIONAL ASSOCIATION OF  
TELEVISION PROGRAM EXECUTIVES,  
13 INC.,

14 Debtor.

15 JEREMY W. FAITH, Chapter 11 Plan  
Fiduciary,

16 Plaintiff,

17 v.

18 JEAN PIERRE BOMMEL, an individual;  
ARNOLD P. PETER, an individual d/b/a  
19 PETER LAW GROUP, and DOES 1-50,  
inclusive,

20 Defendants.

Case No.: 1:22-bk-11181-MB

Chapter: 11 (Subchapter V)

Adv. Case No.:

**COMPLAINT FOR:**

- (1) BREACH OF FIDUCIARY DUTY;
- (2) AIDING AND ABETTING BREACH OF FIDUCIARY DUTY
- (3) CORPORATE WASTE;
- (4) NEGLIGENCE;
- (5) AVOIDANCE OF FRAUDULENT TRANSFERS WITH ACTUAL INTENT [11 U.S.C. § 548(A)(1)(A)];
- (6) AVOIDANCE OF CONSTRUCTIVELY FRAUDULENT TRANSFERS [11 U.S.C. § 548(A)(1)(B)];
- (7) AVOIDANCE OF 1-YEAR TRANSFERS [11 U.S.C. § 547];
- (8) AVOIDANCE OF UNAUTHORIZED POSTPETITION TRANSFERS [11 U.S.C. § 549];
- (9) CONVERSION;
- (10) RECOVERY OF AVOIDED TRANSFER [11 U.S.C. § 550];
- (11) UNJUST ENRICHMENT; AND
- (12) DISALLOWANCE OF PROOF OF CLAIM [11 U.S.C. § 502(d)]

1 Plaintiff Jeremy W. Faith ("Plaintiff"), the chapter 11 Plan Fiduciary for the chapter  
2 11 bankruptcy estate ("Estate") of reorganized debtor National Association of Television  
3 Program Executives, Inc., (the "Debtor" or "NATPE"). Plaintiff brings this adversary  
4 proceeding on behalf of the Estate pursuant to 11 U.S.C. §§ 1123(b)(3)(B) and 1104(d)  
5 and this Court's *Order Confirming Second Amended Subchapter V Chapter 11 Plan with*  
6 *Modifications* appointing Plaintiff as the Plan Fiduciary for the Estate (Dkt. No. 258). As  
7 Plaintiff was not appointed until after NATPE filed bankruptcy, Plaintiff does not have  
8 personal knowledge of the facts alleged in this Compliant and therefore alleges those facts  
9 on information and belief.

10 **JURISDICTION AND VENUE**

11 1. In accordance with the requirements of Local Bankruptcy Rule 7008-1, the  
12 San Fernando Valley Division of the United States Bankruptcy Court for the Central District  
13 of California (the "Bankruptcy Court") has jurisdiction over this adversary proceeding under  
14 28 U.S.C. § 1334, because the claims asserted herein arise under title 11 of the United  
15 States Code or arise in or relate to the Chapter 11 case of the Debtor currently pending in  
16 the United States Bankruptcy Court for the Central District of California, as *In re National*  
17 *Association of Television Program Executives, Inc.*, Case Number 1:22-bk-11181-MB (the  
18 "Bankruptcy Case"). The outcome of this adversary proceeding will have a significant  
19 effect on the Estate because it will impact the disposition property of the Estate and the  
20 amount of money available for distribution to creditors. Certain of the claims for relief  
21 alleged in this Complaint constitute core proceedings under 28 U.S.C. § 157(b).  
22 Regardless of whether this proceeding is a core proceeding, consent is given to the entry  
23 of a final orders and judgment by the Bankruptcy Court. Each defendant is hereby notified  
24 that Fed. R. Bankr. P. 7008(a) requires each defendant to plead whether the claims  
25 for relief alleged against such defendant are core or non-core and, if non-core, whether  
26 consent is given to the entry of final orders and judgment by the Bankruptcy Court. Certain  
27 of the claims for relief alleged in this Complaint constitute core proceedings under 28  
28 U.S.C. § 157(b). Regardless of whether this proceeding is a core proceeding, consent is

1 given to the entry of a final orders and judgment by the Bankruptcy Court. Each defendant  
2 is hereby notified that that Fed. R. Bankr. P. 7008(a) requires each defendant to plead  
3 whether the claims for relief alleged against such defendant are core or non-core and, if  
4 non-core, whether consent is given to the entry of final orders and judgment by the  
5 Bankruptcy Court.

6       2.     Venue is proper in the Bankruptcy Court pursuant to 28 U.S.C. §§ 1408  
7 and 1409 because the Bankruptcy Case is pending in this district and division. Pursuant  
8 to 28 U.S.C. § 1391, venue is also appropriate in this district and division because each  
9 of the defendants either resides in or is authorized to and regularly does carry out  
10 business in this district and many of their wrongful acts, omissions and/or conduct as  
11 complained of in this Complaint took place within this district. Accordingly, this Court  
12 also has personal jurisdiction over each of the defendants.

## PARTIES

14       3. Plaintiff Jeremy W. Faith ("Plaintiff") is the Chapter 11 Plan Fiduciary of the  
15 Debtor's Estate and brings this action solely in his capacity as the chapter 11 Plan  
16 Fiduciary for the debtor's Estate.

17       4. Plaintiff is informed and believes that at all relevant times herein, Defendant  
18 Jean Pierre Bommel (“Bommel”) is the former President and CEO of the Debtor and is  
19 subject to the jurisdiction of this Court.

20       5. Plaintiff is informed and believes that Bommel is an insider of the Debtor as  
21 that term is defined under 11 U.S.C. § 101(31).

22       6. Plaintiff is informed and believes that at all relevant times herein, Defendant  
23 Arnold P. Peter, doing business as Peter Law Group ("Peter") is the former outside general  
24 counsel for NATPE and subject to the jurisdiction of this Court. (Bommel and Peter are  
25 collectively referred to herein as the "Defendants").

26       7. Plaintiff is informed and believes that Peter is an insider of the Debtor as that  
27 term is defined under 11 U.S.C. § 101(31).

28 8. Defendants Does 1 through 50, inclusive, are individually and/or jointly liable

1 to the Estate for the conduct alleged below. The true names and capacities, whether  
2 individual, corporate, associate or otherwise, of those Doe defendants are currently  
3 unknown to Plaintiff. Accordingly, Plaintiff sues defendants Does 1 through 50, inclusive,  
4 by said fictitious names and will amend this Complaint to allege their true names and  
5 capacities when ascertained with certainty. Each of the Doe defendants is an immediate  
6 or mediate transferee of the fraudulent, preferential, or other avoidable transfers alleged  
7 in this Complaint or of the proceeds of such fraudulent, preferential, or other avoidable  
8 transfers, and did not take such property for value, in good faith, and without knowledge  
9 of the avoidability of such transfers, or is otherwise liable along with the named defendants  
10 for the wrongful acts and omissions and damages alleged in this Complaint.

11 **GENERAL ALLEGATIONS**

12 9. NATPE is a non-profit corporation organized under the laws of the State of  
13 Delaware. Until shortly after its bankruptcy filing, the company was operating as a global  
14 content association and professional membership organization consisting of television,  
15 media executives and other members of the content business. NATPE's main source of  
16 revenue was its annual conference and market.

17 10. From at least 2020, Bommel was the President and CEO of the Debtor who  
18 was ultimately responsible for overseeing the day-to-day business operations and  
19 financial performance of NATPE and involved in supervising all aspects of NATPE's  
20 financial affairs. Other high-level executives with NATPE in the years leading up to the  
21 Bankruptcy Case were Charlie Weiss, Senior Vice President of Sales, Marketing, and  
22 Content, Wayneston Harbeson, Senior Vice President of Event and Operations, Gary  
23 Mitchell, European Business Development Executive, and Mingfen Lee, Director of  
24 Business Development and Client Relations (collectively with Bommel, the "Executive  
25 Team").

26 11. In the years leading up to the Bankruptcy Case and after, Bommel, the  
27 Executive Team and the Board of Directors were advised by Peter as their primary outside  
28 general counsel. Plaintiff is informed and believes that Peter served in the role as general

1 outside counsel for NATPE for more than 10 years. In the months leading up to the filing  
2 of the Bankruptcy Case, Peter was working on multiple matters for NATPE, billing the  
3 organization for several hundred thousand dollars in legal fees.

4       12. At all relevant times herein, NATPE's primary revenue source was derived  
5 from various income streams associated with the production of industry related  
6 conferences, with additional income derived from grants, contributions and investment  
7 income. NATPE's Form 990 federal income tax return for the fiscal year ending March 31,  
8 2020 (the "3/31/20 Tax Return") reflected program service revenue of \$6,333,273,  
9 contributions and grants of \$567,788, investment revenue of \$90,100, and other revenue  
10 of \$82,406, for total revenue of \$7,073,567. Total expenses for the fiscal year were  
11 \$7,621,288, which generated a loss of \$547,721. On the balance sheet side of the 3/31/20  
12 Tax Return, NATPE showed total assets of \$6,381,734, and liabilities of \$2,471,930,  
13 leaving a net asset balance of \$3,909,804.

14       13. On or around October 24, 2018, NATPE entered into two contracts with  
15 Fontainebleau Florida Hotel, LLC d/b/a Fontainebleau Miami Beach Hotel  
16 ("Fontainebleau") for the hosting of NATPE's two large annual conferences at  
17 Fontainebleau's hotel property in Miami, Florida. The first contract was for the NATPE  
18 Market & Conference 2021 (the "2021 Event"), to be held on January 14 to January 27,  
19 2021 (the "2021 Event Agreement"). The second contract related to the NATPE Market &  
20 Conference 2022 (the "2022 Event"), to be held on January 13 to January 26, 2022 (the  
21 "2022 Event Agreement").

22       14. On October 16, 2020, NATPE cancelled the 2021 Event. NATPE identified  
23 the rise of COVID-19 as its basis for cancellation and asserted the *force majeure* provision  
24 under the 2021 Event Agreement as grounds for the cancellation. Fontainebleau disputed  
25 the applicability of the *force majeure* provision. The parties ultimately agreed to settle the  
26 dispute over the cancellation of the 2021 Event Agreement and entered into a Settlement  
27 Agreement dated May 24, 2021 (the "Settlement Agreement").

28       15. Pursuant to the Settlement Agreement, NATPE agreed to pay Fontainebleau

1 a total of \$100,000.00 as "Cancellation Damages" for the 2021 Event, to be paid in four  
2 equal installments of \$25,000.00 as well as Fontainebleau's retention of the \$75,000.00  
3 deposit paid by NATPE in connection with the 2021 Event Agreement. The last installment  
4 payment under the Settlement Payment was due on or after January 31, 2022.

5 16. NATPE's cancellation of the 2021 Event had a dramatic impact on the  
6 organization's finances. Pursuant to NATPE's Form 990 federal income tax return for the  
7 fiscal year ending March 31, 2021 (the "3/31/21 Tax Return"), NATPE had program service  
8 revenue of only \$1,127,425, contributions and grants of \$305,679, and investment income  
9 of \$67,341, coming to a total revenue figure of \$1,500,445 – a 78% drop from the prior  
10 fiscal year. The balance sheet portion of the 3/31/21 Tax Return reflected assets of  
11 \$3,714,252 and liabilities of \$679,570, leaving a net asset value of \$3,034,682. These  
12 figures reflected an erosion of the gross asset value of NATPE of \$2,667,482.

13 17. NATPE remained in operation throughout 2021 and was promoting the 2022  
14 Event at the Fontainebleau, with the organization counting on the event as an important  
15 step towards NATPE's financial recovery and stability. However, after internal  
16 deliberations by and amongst certain members of the Executive Team and Peter, NATPE  
17 elected to cancel the 2022 Event, informing Fontainebleau of such cancellation on January  
18 8, 2022 - just 5 days before the 2022 Event was set to start. As it did when cancelling the  
19 2021 Event, NATPE through Bommel and under the legal guidance of Peter sought to  
20 invoke the *force majeure* provision of the 2022 Event Agreement as grounds for  
21 termination of the contract.

22 18. Fontainebleau swiftly and vigorously disputed the basis for NATPE's  
23 cancellation and asserted that NATPE was liable for cancellation damages amounting to  
24 \$3,389,618.69 pursuant to the "Cancellation Schedule" agreed to by the parties in the  
25 2022 Agreement (the "FB Liquidated Damages"). Furthermore, Bommel directed NATPE  
26 to breach the Settlement Agreement by not making the final \$25,000.00 payment owed to  
27 Fontainebleau under the Settlement Agreement. Plaintiff is informed and believes that  
28 such decision was made in consultation with members of the Executive Team and Peter.

1       19. On February 11, 2022, the Fontainebleau filed a demand for arbitration with  
2 the Judicial Arbitration and Mediation Service ("JAMS"), which instituted the arbitration  
3 action entitled *Fontainebleau Florida Hotel, LLC vs. National Association of Television*  
4 *Programming Executives*, JAMS case no. 5460000066, JAMS Resolution Center, Miami,  
5 Florida (the "Arbitration").

6       20. At the time the Arbitration was instituted, NATPE had a liability insurance  
7 policy with Navigators Insurance Co. ("Navigators") entitled "Not-For-Profit InNAVation  
8 Policy" (the "Policy"). Plaintiff is informed and believes that the Policy could have provided  
9 coverage for the allegations in the Arbitration provided a timely claim was made by NATPE  
10 against the Policy. For reasons unknown, Defendants failed to make a claim on the Policy  
11 at the time the Arbitration was instituted.

12       21. In May of 2022, an attorney for Fontainebleau sent a letter to Peter that  
13 raised potential claims against the officers and directors of NATPE for their actions in  
14 connection with the cancellation of the 2022 Event. On or about June 16, 2022, Peter  
15 sent a letter to Navigators tending the Arbitration under the Policy. Navigators responded  
16 by denying coverage due to the failure of NATPE to make a timely claim on the Policy as  
17 required by its terms within 90 days of NATPE's learning of the Arbitration.

18       22. Peter contested on NATPE's behalf Navigators' denial of coverage through  
19 litigation in State Court which was removed to Federal Court. However, Peter lost the  
20 litigation and Navigators was not required to cover the damages and fees associated with  
21 the Arbitration.

22       23. Plaintiff is informed and believes that Bommel and Peter were aware of the  
23 Policy at the time of the serving of the demand for arbitration. However, it was not until  
24 the directors and officers were directly threatened with litigation that Bommel and Peter  
25 sought the protections of the Policy, by which time it was too late. This was another  
26 example of Bommel and Peter prioritizing the interests of the executives of NATPE over  
27 the organization itself.

28       24. The financial impact from the cancellation of the 2022 Event was profound,

1 a fact that was communicated to Bommel, the Executive Team and the NATPE Board of  
2 Directors in March of 2022 through internal company communications.

3       25. NATPE's Form 990 federal income tax return for the fiscal year ending  
4 March 31, 2022 (the "3/31/22 Tax Return") provided a picture of NATPE the rapidly  
5 deteriorating financial condition. Program service revenue was reduced to \$544,707, with  
6 contribution and grant revenue of \$312,698, and investment income of \$117,224, equaling  
7 total revenue of just \$974,629. Total expenses for NATPE remained relatively the same  
8 at \$3,020,885, resulting in negative income of \$2,046,256.

9       26. The balance sheet side of the 3/31/22 Tax Return was equally dire, though  
10 the situation was in fact much worse than what was reflected in the return. NATPE  
11 disclosed total assets in the 3/31/22 Tax Return of \$2,616,816, and liabilities of  
12 \$1,592,759, the majority of which liabilities consisted of funds collected for future events  
13 that had yet to be earned. This left an apparent net asset value of \$1,024,057. However,  
14 the disclosed liabilities did not take into account the asserted FB Liquidated Damages  
15 \$3,389,618.69, which if reflected would show a negative asset value of \$2,365,561,  
16 placing NATPE deeply into insolvency.

17       27. With obligations to creditors reaching over \$4.9 million and available cash of  
18 approximately \$2.6 million as of March of 2022, NATPE's Board of Directors and Executive  
19 Team in consultation with Peter had a fiduciary duty to manage the organization's scarce  
20 resources in a manner that did not place creditors at undue risk of non-payment through  
21 risky business ventures and self-dealing transactions that benefited themselves and other  
22 insiders. Unfortunately, this is precisely the direction adopted by Bommel and the  
23 Executive Team with Peter's guidance. Instead of adopting a conservative approach that  
24 would preserve NATPE's assets and minimize the harm to its creditors, Bommel, the  
25 Executive Team and Peter spent over \$1 million of the organization's funds on themselves.

26       28. In April of 2022, at a point when NATPE's financial condition was in free-fall,  
27 Bommel and NATPE's compensation committee decided to authorize Bommel to receive  
28 deferred compensation and entered into a new employment contract with him that

1 provided for a generous severance payment. At the same time, Peter was doing more  
2 and more work for NATPE, billing the organization on multiple matters related to the  
3 Arbitration, employment issues, contract issue, and eventually consulting on bankruptcy  
4 issues.

5       29. In the weeks and days leading up to the filing of the Bankruptcy Case, at  
6 which point Bommel and Peter were actively involved in attempting to sell NATPE's  
7 business, Peter assisted Bommel with the preparation of various termination agreements  
8 for the Executive Team, which included generous severance payments which clearly  
9 harmed NATPE's creditors by continuing to drain NATPE of cash while it had ceased to  
10 conduct business. All of these actions were taken by Bommel while, as set forth below,  
11 NATPE was undercapitalized, insolvent, and unable to pay its debts as they became due  
12 in the ordinary course of business.

13       30. From the January 8, 2022, the date on which NATPE cancelled the 2022  
14 Event, to the Petition Date – at Bommel's direction, NATPE paid the following amounts to  
15 Bommel, members of the Executive Team and Peter's law firm –

- 16           - Bommel = \$450,000. This included substantial deferred compensation,  
17 contractual severance and vacation pay, and a separate employee  
18 severance payout. This included approximately \$150,000 in severance  
19 and vacation "buyout".
- 20           - The Peter Law Group = \$221,410.50
- 21           - Charlie Weiss \$53,461.53
- 22           - Wayneston Harbeson \$56,538.50
- 23           - Gary Mitchell = \$65,243.94
- 24           - The Lippin Group, Inc. a Public Relations firm controlled by NATPE director  
25 and board member Richard B. Lippin = \$125,000

26       31. NATPE paid over \$825,000 to creditors during the 90 days before the  
27 Petition Date, the bulk of which went to Bommel, Peter's law firm, and the Executive  
28 Team.

1       32. Even after the Bankruptcy Case was filed, Bommel, the Executive Team and  
2 Peter managed to continue their pattern of expending NATPE's dwindling cash reserves  
3 on themselves.

4       33. Immediately prior to the Petition Date, NATPE terminated all of its  
5 employees effective October 14, 2022. These terminations included severance packages.

6       34. NATPE filed for bankruptcy protection on October 11, 2022 (the "Petition  
7 Date"). NATPE elected to proceed as a Subchapter V debtor for the purpose of liquidating  
8 the Debtor's assets. According to NATPE's Schedules of Assets and Liabilities [Docket  
9 No. 40 (the "Schedules")], as of the Petition Date, its assets totaled approximately  
10 \$533,834.75.

11       35. On November 9, 2022, the Debtor filed a motion seeking a Bankruptcy Court  
12 order authorizing it to pay commissions, employee benefits and payment of related taxes  
13 and tax deposits, as well as approval of severance plans for its "critical" employees (the  
14 "Wage Motion," Dkt. No. 16).

15       36. The Wage Motion sought Bankruptcy Court approval to pay the following  
16 individuals and amounts:

- 17       - Wayneston Harbeson: Severance \$39,487.70; proposed priority wage  
18           payment of \$15,150;
- 19       - Charlie Weiss: Severance \$10,930.36 as priority wages;
- 20       - Stephanie Berlinque: Severance \$3,597.70; commissions \$7,580.00, total as  
21           proposed priority wages of \$11,177.70;
- 22       - Rebecca Shotland: Severance \$3,522.46; commissions \$7,375.00, total as  
23           proposed priority wages of \$10,897.46; and
- 24       - Sylvia Jagheshar: Severance \$22,784.25; proposed priority wage payment of  
25           \$15,150.00.

26       37. Fontainbleau filed an opposition to the Wage Motion on November 16, 2022  
27 (Dkt. No. 24). On November 22, 2022, the Debtor voluntarily dismissed the Wage Motion  
28 and never obtained Bankruptcy Court approval for payment of any of the pre-petition

1 wages (Dkt. No. 32). However, what NATPE failed to mention in the Wage Motion was  
2 that the payment of the pre-petition wages – even the amounts that exceeded the priority  
3 wage maximum, were already paid by the Debtor in the days immediately after the Petition  
4 Date as reflected in the Debtor's first Monthly Operating Report for the period October 11,  
5 2022 through October 31, 2022 (Dkt. No. 34).

6 38. Estate assets were further dissipated by Bommel post-petition through  
7 various "Independent Contractor" agreements which are believed to have been drafted  
8 by Peter. Under these Independent Contract agreements, Bommel, Mitchell, Harbeson,  
9 and Lee continued to receive payments from the Debtor as consultants as opposed to  
10 employees. Plaintiff is informed and believes each of these individuals received at least  
11 the following amounts post-petition:

- 12 - Bommel, Executive Consulting Agreement = \$92,312.50  
13 - Edward Jones, Asset Management Agreement = \$3,870.00  
14 - Gary Mitchell, International Sales Rep Agreement = \$2,015  
15 - Ming-Fen Lee, International Sales Rep Agreement = \$4,029.31  
16 - The Lippin Group, Inc., PR Service contract = \$5,000

17 39. In addition to making post-petition payments to NATPE's former pre-petition  
18 employees, Bommel continued to pay Pery Consulting Group, LLC ("PCG"), for outside  
19 professional services including CFO, Controller and Accounting Manager pursuant to a  
20 Vendor Agreement between NATPE and PCG dated November 16, 2020 (the "PCG  
21 Agreement"). The PCG Agreement provided for a monthly fee of \$7,000, which NATPE  
22 regularly paid through July of 2022. However, in or around September of 2022, there was  
23 a modification of the PCG Agreement, and the monthly fee increased to \$12,500. As a  
24 result, PCG continued to receive post-petition consulting fees during the Bankruptcy Case  
25 from October of 2022 through May of 2022 which totaled \$87,500. Given that NATPE had  
26 effectively ceased operating by the Petition Date, and subsequently sold all of its assets  
27 by January of 2023, the Debtor was receiving little benefit from the type of services that  
28 PCG was allegedly providing, showing continued financial mismanagement well after the

1 filing of the Bankruptcy Case.

2       40. Immediately after the Petition Date, the Debtor sought to liquidate on an  
3 extremely compressed timeline in the Bankruptcy Case. NATPE did not require the  
4 “consulting” services of these individuals and companies and as such, these expenditures  
5 were just a further exercise in self-dealing by the NATPE executives and insiders. To  
6 make matters worse, several members of the Executive Team, including Harbeson,  
7 Wiess, Mitchell and Lee, began working with competitors of NATPE prior to the close of  
8 the proposed sale its customer list, bringing into question the loyalties of these individuals  
9 who were continuing to receive consulting fees from NATPE at that time. This was another  
10 example of the NATPE executives placing their own self interests over those of the Estate,  
11 as had been the pattern prior to the Petition Date.

12       41. The continued erosion of the Debtor’s cash continued in the Bankruptcy  
13 Case for nearly two years, leaving the Estate with less than \$120,000 by the time Plaintiff  
14 was appointed. The only apparent beneficiaries of the bankruptcy process were the Estate  
15 professionals and insiders. One of the professionals was Peter, who continued to serve  
16 as counsel to the Debtor despite the clear claims the Estate had against him for  
17 professional negligence when he failed to timely seek coverage under NATPE’s insurance  
18 policy for the Arbitration. The obvious strategy of Peter was to not only continue to use  
19 Estate resources to his own benefit, but to also try and run out the clock on the statutes of  
20 limitations that are now faced by Plaintiff.

21       42. Shortly after the Petition Date, NATPE sold substantially all of its assets for  
22 \$150,000 as well as the assumption of certain assumed deferred revenue liabilities of the  
23 Debtor through a Court-approved sale (the “Asset Sale,” Dkt. No. 48). The Court approved  
24 the Asset Sale on January 6, 2023, and there were no further operations (Dkt. No. 59).

25       43. The Debtor filed its liquidating plan January 9, 2023 (Dkt. No. 61).

26       44. On September 17, 2024, Plaintiff was appointed as the Plan Fiduciary to  
27 administer the Debtor’s Estate in which capacity he continues to serve.

28       45. As of the Petition Date, the Debtor was indebted to Fontainebleau Florida

1 Hotel, LLC dba Fontainebleau Florida LLC d/b/a Fontainebleau Miami Beach Hotel  
2 ("Fontainebleau") in the amount of no less than \$3,414,618.69, plus prejudgment interest  
3 and attorney's fees and costs.

4 46. Plaintiff is informed and believes that within the one year prior to the Petition  
5 Date, Bommel received the transfers from the Debtor totaling in excess of \$450,000 (the  
6 "Bommel 1-Year Transfers").

7 47. Plaintiff is informed and believes that the Bommel 1-Year Transfers included  
8 substantial deferred compensation, contractual severance and vacation pay, and a  
9 separate severance payout. This included approximately \$150,000 in severance and  
10 vacation "buyout."

11 48. Plaintiff is informed and believes that Bommel's employment contract  
12 creating the severance obligation was entered into on April 1, 2022, while Debtor was  
13 engaged in Arbitration with Fontainebleau.

14 49. Plaintiff is informed and believes that within the one year prior to the Petition  
15 Date, Peter received the transfers from the Debtor totaling in excess of \$421,783, of this  
16 amount, \$221,410.50 was paid within the 90 days prior to the Petition Date, including a  
17 single payment of \$76,642.25 on September 26, 2022 (the "Peter Pre-Petition Transfers,"  
18 and collectively referred to herein with the Bommel 1-Year Transfers as the Preferential  
19 Transfers).

20 50. Plaintiff is informed and believes that the Debtor had a property interest in  
21 the funds that made up each of the Preferential Transfers as each of the Preferential  
22 Transfers were drawn against and cleared one or more of the Debtor's bank accounts.

23 51. Plaintiff is informed and believes that each of the Preferential Transfers was  
24 paid on account of outstanding debt(s) owed by the Debtor to Defendants at the time the  
25 payments were made.

26 52. Plaintiff is informed and believes that the Debtor did not receive reasonably  
27 equivalent value in exchange for the severance and deferred compensation payments to  
28 Bommel, including the Bommel 1 Year Transfers, and these payments were fraudulent.

1       53. Prior to commencing this action, Plaintiff performed reasonable due  
2 diligence regarding Defendants' potential affirmative defenses to the claims asserted  
3 herein. The due diligence was performed with the assistance of Plaintiff's counsel and  
4 accountants by reviewing the Debtor's books and records, analyzing payments made by  
5 the Debtor to Defendants, and confirming associated information regarding Defendants'  
6 invoices to the Debtor.

7       54. Plaintiff is informed and believes that after the Petition Date, Bommel  
8 received at least \$200,015.00 from the Debtor (the "Post-Petition Transfers").

9       55. Plaintiff is informed and believes that the Debtor had a property interest in  
10 the funds that made up each of the Post-Petition Transfers which were drawn against and  
11 cleared one or more of the Debtor's bank accounts.

12       56. Plaintiff is informed and believes, that at all relevant times herein, Bommel  
13 had access to, and exercised control over, all of NATPE's bank accounts.

## **FIRST CLAIM FOR RELIEF**

### **(Breach of Fiduciary Duty – against Bommel)**

16       57. Plaintiff realleges and incorporates herein by reference each and every  
17 allegation contained in all prior paragraphs of this Complaint.

18        58. During the relevant period, Bommel was an officer and/or director of the  
19 Debtor, and as such, owed fiduciary duties of care and loyalty to the Debtor and owed a  
20 duty not to engage in self-dealing conduct that could harm the Debtor. Moreover, these  
21 duties were heightened because the Debtor was a non-profit organization.

22        59. In addition, Bommel also owed a duty of care to act with minimal competency  
23 to ensure that the Debtor was operated in accordance with the law, as well as a duty of  
24 loyalty to avoid placing his own interests ahead of the Debtor's interests, which prohibited  
25 him from undertaking or participating in activities adverse to the interests of the Debtor and  
26 its creditors and the duty to account to the Debtor to and keep it fully informed as to all  
27 matters pertaining to its interests.

28 | 60. Moreover, Bommel owed the same fiduciary duties to the Debtor's creditors

1 because the Debtor was insolvent.

2       61. The fiduciary duties of loyalty and good faith required that Bommel act in the  
3 best interests of the Debtor and its creditors rather than his own self-interest, and to  
4 correspondingly refrain from self-dealing, conflicts of interest, and prioritizing his own  
5 personal gain or the enrichment of directors and officers at the expense of the Debtor.  
6 Bommel was also required to ensure that the Debtor's resources were used for a public  
7 benefit and avoid acting for purposes other than advancing the Debtor and its creditors'  
8 best interests and to avoid failing to act when he had a known duty to act. Additionally,  
9 Bommel was required under the duties of loyalty and good faith to exercise a level of  
10 diligence in operating the Debtor's business such that he did not act grossly negligent or  
11 disregard corporate formalities and financial reality.

12       62. Because Bommel was ultimately responsible for overseeing the day-to-day  
13 business operations and financial performance of the Debtor and involved in supervising  
14 all aspects of the Debtor's financial affairs, at all relevant times, he was well aware of the  
15 dire financial condition and insolvency of the Debtor. Despite this knowledge, Bommel  
16 failed to act in good faith, and caused the Debtor to make the above-described distributions  
17 to or for himself, Peter, the Executive Team and the others, as well as preferring some  
18 creditors over other creditors while the Debtor was in severe financial distress. Bommel's  
19 substantial payments to himself amounted to self-dealing, and included improperly  
20 authorizing his severance and deferred compensation package while the Debtor was  
21 insolvent in violation of Debtor's rights and obligations to its creditors. In so doing, Bommel  
22 breached his fiduciary duties to Debtor.

23       63. Additionally, Bommel committed numerous other acts and omissions in  
24 blatant violation of law or policy giving rise to claims for breach of fiduciary duty, including,  
25 but not limited to:

- 26       a. Ignoring conflicts of interests;
- 27       b. Failing to report and mishandling of insurance coverage issues;
- 28       c. Mismanaging the Debtor's affairs for personal gain or failing to act in the Debtor's

best interests;

- d. Failing to ensure that the Debtor's resources were used to achieve its public benefit purposes as a non-profit organization;
  - e. Withholding knowable information material to the Debtor's board and creditors;
  - f. Transferring the Debtor's business operations (and employees) to competitors;
  - g. Authorizing substantial severance and deferred compensations packages to employees while the Debtor was insolvent.

8       64. Consequently, per the allegations herein, Bommel breached his fiduciary  
9 duties as an officer and director of the Debtor, and was a direct and proximate cause of,  
10 and a substantial factor in causing damage to the Debtor and its creditors in the amount  
11 of the transfers made by the Debtor to or for his own benefit and the benefit of the other  
12 insiders, and preferring some creditors over other creditors, improperly authorizing  
13 deferred compensation and severance payments while the Debtor was in severe financial  
14 distress.

15        65. These breaches of fiduciary duty directly contributed to the Debtor filing for  
16 bankruptcy and depleted the Estate's assets both pre- and post-petition, and thereby  
17 damaged NATPE in an amount to be proven at trial, but currently estimated to be at least  
18 \$4 million.

## **SECOND CLAIM FOR RELIEF**

(Aiding and Abetting Breach of Fiduciary Duty – against Peter)

21       66. Plaintiff realleges and incorporates herein by reference each and every  
22 allegation contained in all prior paragraphs of this Complaint.

23 67. Peter was aware Bommel owed fiduciary duties to the Debtor.

24        68. Peter knowingly, recklessly, and /or negligently engaged in conduct to aid  
25 and abet Bommel's breaches of fiduciary duty described above.

26        69. As a direct and proximate result of Peter aiding and abetting Bommel's  
27 breaches of fiduciary duty, the Debtor has been damaged in an amount subject to proof at  
28 trial, which sum is believed to be in excess of \$4 million.

## **THIRD CLAIM FOR RELIEF**

## **(Corporate Waste – against Bommel)**

3       70. Plaintiff realleges and incorporates herein by reference each and every  
4 allegation contained in all prior paragraphs of this Complaint.

5        71. An officer of an entity may be held liable where he causes the entity to enter  
6 into transactions in which no person of ordinary sound business judgment could view the  
7 benefits received in such transaction by the entity as a fair exchange for the consideration  
8 paid by the entity.

9           72. Bommel caused Debtor to enter into numerous transactions for which it  
10 received very little or no consideration without limitation, Bommel made payments, to  
11 himself, Peters, various insiders out of the Bank Accounts and for which NATPE received  
12 very little or nothing in return.

13       73. In addition, Bommel actively mismanaged and failed adequately oversee the  
14 Debtor's finances and continued to engage in self-dealing, irrationally squandered  
15 corporate assets, and actively drained the Debtor's cash in the months leading up to  
16 NAPE's bankruptcy filing, thereby causing unreasonable and knowable losses to NATPE  
17 where no businessperson of ordinary and sound judgment could conclude that the  
18 corporation has received adequate consideration.

19       74. Bommel's actions were egregious or irrational and were not based on a valid  
20 assessment of NATPE's best interests and amounted to Corporate Waste.

21       75. As a direct and proximate result of Bommel's conduct, the Debtor has been  
22 damaged in an amount subject to proof at trial, which sum is believed to be in excess of \$4  
23 million.

## **FOURTH CLAIM FOR RELIEF**

## (Negligence – Legal Malpractice Against – Peter)

26       76. Plaintiff realleges and incorporates herein by reference each and every  
27 allegation contained in all prior paragraphs of this Complaint.

28        77. Peter acted as general counsel for the Debtor from at least 2010 until 2024.

1 During this time, the Peter represented the Debtor in multiple different capacities.

2       78. In representing the Debtor, Peter owed a professional duty to use such skill,  
3 prudence and diligence as other members of his profession commonly possess and  
4 exercise under the circumstances in the performance of the tasks which they undertake.  
5 This included a duty to avoid representation of interests adverse to the Debtor and withdraw  
6 from representation when a conflict of interest arose.

7       79. Peter breached his professional duty to the Debtor by his ongoing  
8 mishandling of insurance coverage issues. The Debtor suffered at least (i) the loss of  
9 coverage for its defense fees in Arbitration, which would have been covered had Peter  
10 timely tendered the claim to Debtor's liability insurance carrier Navigators Insurance Co.  
11 ("Navigators"), which is no less than \$218,410.50, the amount paid to Peter during the 90-  
12 day preference period; (ii) the loss of potential coverage for Debtor's liabilities stemming  
13 from its disputes with Fontainebleau, including but not limited to the Arbitration, and (iii) the  
14 fees and costs incurred in the coverage litigation against Navigators.

15       80. Additionally, Peter breached his professional duty to the Debtor by, among  
16 other things:

- 17           a. Disclosure failures and misrepresentations in connection with Peter's  
18              Application for employment as Special Counsel in the Bankruptcy Case;
- 19           b. Peter failed to disclose his adverse interests to the Estate with respect to  
20              its post-petition billing of the Estate in connection with potential fraudulent  
21              transfer claims against Peter;
- 22           c. Counseling in favor of payment of deferred compensation, severance, and  
23              vacation pay to Debtor's Insiders and employees despite Debtor's  
24              insolvency or near insolvency;
- 25           d. Counseling in favor of Debtor's cancellation of the 2021 Agreement;
- 26           e. Counseling in favor of Debtor's cancellation of the 2022 Agreement;
- 27           f. Counseling in favor of Debtor's breach of the 2021 Settlement Agreement;
- 28           g. Counseling in favor of other fraudulent transfers discussed above;

- h. Failing to disclose conflicts of interest and/or recuse Peter from employment following ;
  - i. Counseling and preparing independent contractor agreements for Debtor's former employees who continued to perform in the same capacity as the Debtor in violation of California employment laws and possibly state and federal tax laws;
  - j. Failing to advise the Debtor that its prepetition compensation to insiders was excessive and in breach of such insider's fiduciary duties to the Debtor.

10        81. Peter's negligence directly contributed to the Debtor filing for bankruptcy and  
11 depleted the Estate's assets both pre- and post-petition, and thereby damaged NATPE.

12        82. As a direct and proximate result of Peter's breaches, the Debtor has been  
13 damaged in an amount subject to proof at trial, which sum is believed to be in excess of \$4  
14 million.

## **FIFTH CLAIM FOR RELIEF**

**(Avoidance of Intentionally Fraudulent Transfers Under 11 U.S.C. § 548(a)(1)(A) –  
against Bommel)**

18       83. Plaintiff realleges and incorporates herein by reference each and every  
19 allegation contained in all prior paragraphs of this Complaint.

20       84. Plaintiff is informed and believes that within two years of the Petition Date,  
21 the Debtor made certain transfers to, or for the benefit of Bommel totaling at least \$450,000  
22 (the "2-Year Transfers").

23        85. Plaintiff is informed and believes that the 2-Year Transfers constituted an  
24 interest in property of the Debtor.

25       86. Plaintiff is informed and believes and thereupon alleges that the 2-Year  
26 Transfers were transfers that were made with the actual intent to hinder, delay and defraud  
27 the creditors of the Debtor.

87. Plaintiff is informed and believes that at the time the 2-Year Transfers were

1 paid to Bommel, the Debtor was in serious financial distress and was not paying its debts  
2 as they came due and was facing substantial claims for its breaches of the 2021 and 2022  
3 Agreements with Fontainebleau and involved in Arbitration.

4       88. Plaintiff is informed and believes that the 2-Year Transfers included  
5 payments for substantial deferred compensation, contractual severance and vacation pay,  
6 and separate severance payouts for which the Debtor did not receive reasonably  
7 equivalent value.

8        89. Plaintiff is entitled to avoid and set aside the 2-Year Transfers pursuant to  
9 11 U.S.C. § 548(a)(1)(A).

**SIXTH CLAIM FOR RELIEF**

**(Avoidance of Constructively Fraudulent Transfers Under 11 U.S.C. § 548(a)(1)(B)  
– against Bommel)**

13           90. Plaintiff realleges and incorporates herein by reference each and every  
14 allegation contained in all prior paragraphs of this Complaint.

15           91. Plaintiff is informed and believes that on or within two years before the  
16 Petition Date, the Debtor made the 2-Year Transfers to, or for the benefit of Bommel.

17           92. Plaintiff is informed and believes that the 2-Year Transfers were transfers of  
18 property in which the Debtor had an interest.

19       93. Plaintiff is informed and believes that the Debtor did not receive reasonably  
20 equivalent value in exchange for any of the 2-Year Transfers.

21       94. Plaintiff is informed and believes that at the time of the 2-Year Transfers the  
22 Debtor was insolvent or became insolvent as a result thereof.

23           95. At all relevant times within the two years prior to the Petition Date, the Debtor  
24 (i) was insolvent, or became insolvent as a result of each such transfer; (ii) was engaged  
25 in or was about to engage in a business or a transaction for which its remaining assets  
26 were unreasonably small in relation to the business or transaction; or (iii) intended to incur,  
27 or believed or reasonably should have believed that it would incur, debts beyond its ability  
28 to pay as they became due.

1           96. Plaintiff is entitled to avoid and set aside the 2-Year Transfers pursuant to  
2 11 U.S.C. § 548(a)(1)(B).

## **SEVENTH CLAIM FOR RELIEF**

**(Avoidance of Preferential Transfers Under 11 U.S.C. § 547 –  
against all Defendants)**

6        97. Plaintiff realleges and incorporates herein by reference each and every  
7 allegation contained in all prior paragraphs of this Complaint.

8       98. Plaintiff is informed and believes that the Preferential Transfers were a  
9 transfer of an interest of the Debtor in property.

10       99. Plaintiff is informed and believes and thereupon alleges that the Preferential  
11 Transfers were made to the Defendants or for the benefit of the Defendants.

12           100. Plaintiff is informed and believes that the Preferential Transfers were made  
13 to or for the benefit of Defendants at a time in which Defendants were a creditor of the  
14 Debtor, as the term "creditor" is defined by 11 U.S.C. § 101(10).

15        101. Plaintiff is informed and believes that the Preferential Transfers were made  
16 for or on account of an antecedent debt owed by the Debtor to Defendants.

17       102. Plaintiff is informed and believes that the Preferential Transfers were made  
18 while the Debtor was insolvent.

19       103. Plaintiff is informed and believes that the Preferential Transfers enabled  
20 Defendants to receive more than it would have received as a creditor if: (a) the Preferential  
21 Transfers had not been made; and (b) Defendants received payment of the debts they  
22 were owed to the extent provided under the Bankruptcy Code.

23       104. Plaintiff is informed and believes that interest on the Preferential Transfers  
24 has accrued and continues to accrue at the maximum legal rate pursuant to 28 U.S.C. §  
25 1961 from the time the Preferential Transfers were made.

26 105. Plaintiff performed reasonable due diligence in the circumstances of  
27 Defendants' known or reasonably knowable affirmative defenses.

28 106. Plaintiff is entitled to avoid and set aside the Preferential Transfers pursuant

1 to 11 U.S.C. § 547.

2 **EIGHTH CLAIM FOR RELIEF**

3 **(Avoidance of Post-Petition Transfers Under 11 U.S.C. § 549 – against Bommel)**

4 107. Plaintiff realleges and incorporates herein by reference each and every  
5 allegation contained in all prior paragraphs of this Complaint.

6 108. Plaintiff is informed and believes that the Post-Petition Transfers were  
7 transfers of property of the Estate.

8 109. Plaintiff is informed and believes that the Post-Petition Transfers occurred  
9 after the commencement of the Debtor's Bankruptcy Case.

10 110. Plaintiff is informed and believes that the Post-Petition Transfers were not  
11 authorized by the Bankruptcy Court or made in accordance with the provisions of the  
12 Bankruptcy Code.

13 111. Plaintiff is entitled to avoid the Post-Petition Transfer pursuant to 11 U.S.C.  
14 § 549.

15 **NINTH CLAIM FOR RELIEF**

16 **(Conversion – against all Defendants)**

17 112. Plaintiff realleges and incorporates herein by reference each and every  
18 allegation contained in all prior paragraphs of this Complaint.

19 113. As described above, the Debtor disposed of its assets to Defendants, the  
20 Executive Team, and others leading up, and subsequent, to this bankruptcy case, despite  
21 the Debtor's own dire financial circumstances.

22 114. Defendants exerted control over the Debtor's assets, and knowingly  
23 participated in, or was negligent in the management and supervision of the Debtor's affairs  
24 causing or contributing to the Debtor's ultimate liquidation.

25 115. These assets are rightfully the property of the Estate, as they were  
26 transferred to the Debtor's insiders or entities controlled by the Debtor's insiders, who used  
27 the Debtor for their own convenience and benefit and disregarded the Debtor's public  
28 purpose as a non-profit organization and were outside of the ordinary course of business.

Moreover, to the extent that the subject transfers were made post-petition, they were not authorized by the Bankruptcy Code or the Bankruptcy Court.

3       116. Consequently, the recipients of these assets now wrongfully have control  
4 over the Debtor's assets, in an amount which shall be proven at trial, but currently  
5 estimated to be at least \$2 million, which are rightfully Estate property.

6        117. Defendants' acts were undertaken for improper purposes as alleged above  
7 and were willful, wanton, deliberate, malicious, and in conscious disregard of the rights of  
8 the Estate's creditors, and were designed and intended to cause and did, in fact, cause the  
9 Estate's creditors to suffer actual damages and therefore justify the awarding of exemplary  
10 and punitive damages.

## **TENTH SEVENTH CLAIM FOR RELIEF**

**(Recovery of Avoided Transfers 11 U.S.C. § 550 – against all Defendants)**

13           118. Plaintiff realleges and incorporates herein by reference each and every  
14 allegation contained in all prior paragraphs of this Complaint.

15           119. Plaintiff is informed and believes that the Preferential Transfers, the 2-Year  
16 Transfers, and the Post-Petition Transfers (collectively, the “Transfers”) are avoidable,  
17 variously, pursuant to 11 U.S.C. §§ 547, 548, and/or 549.

18       120. Plaintiff is informed and believes that Defendants and Does 1-50, inclusive,  
19       were, variously, the initial transferee and/or was the entity for whose benefit the Transfers  
20       were made or the mediate or immediate transferee of the Transfers.

21           121. Plaintiff, therefore, is entitled to recover and preserve the Transfers from  
22 Defendants for the benefit of the Estate pursuant to 11 U.S.C. §§ 550(a) and 551, plus  
23 interest at the maximum legal rate from and after the date of each of the Transfers.

**ELEVENTH CLAIM FOR RELIEF**

**(Unjust Enrichment – against all Defendants)**

26       122. Plaintiff realleges and incorporates herein by reference each and every  
27 allegation contained in all prior paragraphs of this Complaint.

28 123. Plaintiff is informed and believes that Defendants engaged in wrongful and

1 inappropriate conduct as described above, without valid justification or excuse which  
2 resulted in harm to the Debtor. Such conduct includes, but is not limited to, breaching their  
3 fiduciary duties of loyalty, care and good faith.

4 124. Defendants' actions were targeted at Fontainebleau and almost certain to  
5 cause financial harm to its creditors and primarily Fontainebleau by intentionally depleting  
6 the Debtor's resources without just cause at a time when the Debtor faced substantial  
7 liability to Fontainebleau and was insolvent.

8 125. In many cases, Defendants received benefits from such conduct that were  
9 rightly due to the Debtor or its creditors. Defendants had actual knowledge or reasonable  
10 foreseeability that their conduct would result in injury and substantially harm the Debtor's  
11 creditors.

12 126. It would be unjust for Defendants to retain such benefits.

13 127. Plaintiff is entitled to restitution from the Defendants in an amount subject to  
14 proof at trial.

15 **TWELFTH CLAIM FOR RELIEF**

16 **(Disallowance of Claim - 11 U.S.C. § 502(d) – against all Defendants)**

17 128. Plaintiff realleges and incorporates herein by reference each and every  
18 allegation contained in all prior paragraphs of this Complaint.

19 129. Defendants are a transferee of property subject to avoidance pursuant to 11  
20 U.S.C. §§ 547, 548, and/or 549.

21 130. Plaintiff may recover the property transferred by the Transfers, or the value  
22 thereof, from Defendants pursuant to 11 U.S.C. § 550(a).

23 131. Defendants have not paid the amount or turned over the property to the  
24 Estate for which they are liable pursuant to 11 U.S.C. § 550(a).

25 132. Plaintiff is entitled to disallowance of any claim against the Estate asserted  
26 by Defendants, pursuant to 11 U.S.C. § 502(d) and Rule 3001(c) of the Federal Rule of,  
27 because Defendants, and each of them are a transferee of property pursuant to 11 U.S.C.  
28 §§ 547, 548, and/or 549.

## **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays for a judgment hereon ordering the following relief.

#### **On the First and Second Claims for Relief:**

1. Compensatory, special and consequential damages, disgorgement of all sums received by Defendants for the period in which they were in breach of fiduciary duties or aiding and abetting that breach, and punitive damages from Defendants, the exact amount of which to be proved at trial, and presently alleged to be no less than \$4 million;

### **On the Third Claim for Relief**

2. Compensatory, special, and consequential damages, and punitive damages, all in an amount to be determined at trial;

## **On the Fourth Claim for Relief**

3. Compensatory, special and consequential damages, the exact amount of which to be proved at trial, and presently alleged to be no less than \$4 million;

## **On the Fifth, Sixth, Seventh, Eighth and Tenth Claims for Relief:**

4. Avoiding, recovering, and preserving the subject Transfers, directing that the subject Transfers of the Debtor's money and property be set aside, and recovering the subject Transfers, or the value thereof, from the Defendants for the benefit of the Debtor's bankruptcy estate, all in an amount to be determined at trial, which sums are believed to be in excess of \$2 million;

## **On the Ninth Claim for Relief:**

5. Compensatory damages and punitive damages, the exact amount of which to be proved at trial, and presently alleged to be no less than \$2 million;

## **On the Eleventh Claim for Relief:**

6. Restitution and disgorgement of all amounts unjustly held by the Defendants, the exact amount of which to be proved at trial, and presently alleged to be no less than \$1 million;

## **On the Twelfth Claim for Relief:**

7. For disallowance of any claims asserted by Defendants, pursuant to 11

1 U.S.C. § 502(d);

2 **On all Claims for Relief:**

3 8. For costs of suit and interest at the legal rate on all damages and sums  
4 awarded to Plaintiff, for the benefit of the Estate; and

5 9. For such other and further relief as this Court deems just and proper.

6  
7 DATED: October 11, 2024

MARGULIES FAITH, LLP

8  
9 By:   
10 Meghan A. Triplett  
11 Samuel M. Boyamian  
12 Attorneys for Plaintiff, Jeremy W. Faith,  
13 Chapter 11 Plan Fiduciary

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B1040 (FORM 1040) (12/15)

<b>ADVERSARY PROCEEDING FILE SHEET</b> (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)
<b>PLAINTIFFS:</b> Jeremy W. Faith, Chapter 11 Plan Fiduciary <div style="border: 1px solid black; padding: 2px; display: inline-block;"> <b>CLERK U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA</b>  <small>BY: Deputy Clerk</small> </div> <b>DEFENDANTS:</b> Jean Pierre Bommel, Arnold P. Peter d/b/a Peter Law Group		
<b>ATTORNEYS</b> (Firm Name, Address, and Telephone No.) Meghan A. Triplett Phone: (818) 705-2777 Margulies Faith, LLP 16030 Ventura Blvd., Suite 470, Encino, CA 91436		<b>ATTORNEYS</b> (If Known)
<b>PARTY</b> (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input checked="" type="checkbox"/> Other <input type="checkbox"/> Trustee		<b>PARTY</b> (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input checked="" type="checkbox"/> Other <input type="checkbox"/> Trustee
<b>CAUSE OF ACTION</b> (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) (1) Breach of Fiduciary Duty; (2) Aiding and Abetting Breach of Fiduciary Duty; (3) Corporate Waste; (4) Negligence; (5) Avoidance of Fraudulent Actual Transfers; (6) Avoidance of Constructively Fraudulent Transfers; (7) Avoidance of Preferential Transfers; (8) Avoidance of Unauthorized Post-Petition Transfers; (9) Conversion; (10) Recovery of Avoided Transfers; (11) Unjust Enrichment; (12)		
<b>NATURE OF SUIT</b> (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
<b>FRBP 7001(1) – Recovery of Money/Property</b> <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input checked="" type="checkbox"/> 12-Recovery of money/property - §547 preference <input checked="" type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other		
<b>FRBP 7001(6) – Dischargeability (continued)</b> <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation <small>(other than domestic support)</small> <input type="checkbox"/> 65-Dischargeability - other		
<b>FRBP 7001(2) – Validity, Priority or Extent of Lien</b> <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property		
<b>FRBP 7001(7) – Injunctive Relief</b> <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other		
<b>FRBP 7001(3) – Approval of Sale of Property</b> <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h)		
<b>FRBP 7001(8) Subordination of Claim or Interest</b> <input type="checkbox"/> 81-Subordination of claim or interest		
<b>FRBP 7001(4) – Objection/Revocation of Discharge</b> <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e)		
<b>FRBP 7001(9) Declaratory Judgment</b> <input type="checkbox"/> 91-Declaratory judgment		
<b>FRBP 7001(5) – Revocation of Confirmation</b> <input type="checkbox"/> 51-Revocation of confirmation		
<b>FRBP 7001(10) Determination of Removed Action</b> <input type="checkbox"/> 01-Determination of removed claim or cause		
<b>FRBP 7001(6) – Dischargeability</b> <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny		
(continued next column)		
<input type="checkbox"/> Check if this case involves a substantive issue of state law <input type="checkbox"/> Check if a jury trial is demanded in complaint		<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23 Demand \$
<b>Other Relief Sought</b>		

B1040 (FORM 1040) (12/15)

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR National Association of Television Program Executives, Inc.		BANKRUPTCY CASE NO. 1:22-bk-11181-MB
DISTRICT IN WHICH CASE IS PENDING Central District of California	DIVISION OFFICE San Fernando Valley	NAME OF JUDGE Martin R. Barash
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) 		
DATE 10/11/24	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Samuel M. Boyamian	

### INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

**Plaintiffs and Defendants.** Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

**Attorneys.** Give the names and addresses of the attorneys, if known.

**Party.** Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

**Demand.** Enter the dollar amount being demanded in the complaint.

**Signature.** This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not presented by an attorney, the plaintiff must sign.

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 100 Spectrum Center Drive, Suite 600, Irvine, CA 92618.

A true and correct copy of the foregoing document entitled (*specify*): **JEAN PIERRE BOMMEL'S OPPOSITION TO CHAPTER 11 PLAN FIDUCIARY'S MOTION FOR TURNOVER OF RECORDED INFORMATION RELATING TO THE DEBTOR'S PROPERTY OR FINANCIAL AFFAIRS IN THE POSSESSION OF ITS FORMER DIRECTORS; DECLARATION OF JEAN PIERRE BOMMEL IN SUPPORT THEREOF** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **July 7, 2025**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

**COUNSEL FOR JEREMY W. FAITH, CHAPTER 11 PLAN FIDUCIARY:** Samuel Mushegh Boyamian  
samuel@marguliesfaithlaw.com, Angela@MarguliesFaithLaw.com; Vicky@MarguliesFaithLaw.com;  
Amber@MarguliesFaithLaw.com

**INTERESTED PARTY:** Russell Clementson russell.clementson@usdoj.gov

**COUNSEL FOR THE DEBTOR:** Leslie A Cohen leslie@lesliecohenlaw.com,  
jaime@lesliecohenlaw.com;bryn@lesliecohenlaw.com

**INTERESTED PARTY:** Christopher Cramer secured@becket-lee.com

**CHAPTER 11 PLAN FIDUCIARY:** Jeremy Faith Jeremy@MarguliesFaithLaw.com,

Angela@MarguliesFaithLaw.com;Vicky@MarguliesFaithLaw.com;Amber@MarguliesFaithLaw.com

**INTERESTED PARTY:** John-Patrick McGinnis Fritz (TR) jpftrustee@lnbyg.com, jpf@trustesolutions.net

**INTERESTED PARTY:** David S Hagen davidhagenlaw@gmail.com, LawOfficesofDavidSHagenCA1@jubileebk.net

**INTERESTED PARTY:** William E Ireland wireland@hbblaw.com, edocs@hbblaw.com

**LOCAL COUNSEL FOR JEAN PIERRE BOMMEL:** Melissa Davis Lowe mlowe@shulmanbastian.com,  
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**INTERESTED PARTY:** Derrick Talerico dtalerico@wztslaw.com,  
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**COUNSEL FOR JEREMY W. FAITH, CHAPTER 11 PLAN FIDUCIARY:** Meghann A Triplett Meghann@MarguliesFaithLaw.com,  
Angela@MarguliesFaithLaw.com;Vicky@MarguliesFaithLaw.com;Amber@MarguliesFaithLaw.com;Drew@MarguliesFaithLaw.com

**INTERESTED PARTY:** United States Trustee (SV) ustpregion16.wh.ecf@usdoj.gov

Service information continued on attached page.

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) \_\_\_\_\_, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page.

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state**

**method for each person or entity served):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on

(*date*) \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows.

Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

July 7, 2025

Date

Anne Marie Vernon

Printed Name

/s/ Anne Marie Vernon

Signature